

City of Coral Gables City Commission Meeting
Agenda Items E-4, E-5, E-6,
E-9, E-10, and F-1 are related
September 28, 2010
City Commission Chambers
405 Biltmore Way, Coral Gables, FL

City Commission

Mayor Donald D. Slesnick, II
Vice Mayor William H. Kerdyk, Jr.
Commissioner Maria Anderson
Commissioner Rafael "Ralph" Cabrera, Jr.
Commissioner Wayne "Chip" Withers

City Staff

City Manager, Patrick Salerno
City Attorney, Elizabeth Hernandez
City Clerk, Walter J. Foeman
Deputy City Clerk, Billy Urquia

Public Speaker(s)

Charles Seimen, Special Counsel for the City
Jeffrey Bass, Attorney Representing University of Miami
Donna Shalala, President, University of Miami
Woody Weiser, Board Member, University of Miami
Chuck Cobb, Former Ambassador, Former Chairman of the Board of Trustees
Enrique Lopez, Coral Gables Resident
Robert Gallagher, Coral Gables Resident
Albert Vara, Coral Gables Resident
Christina Farmer, President of UM Student Body
Pietro Bortoletto, Vice President of UM Student Body
John O'Rourke, Chair, Coral Gables Chamber of Commerce
Mark Trowbridge, President, Coral Gables Chamber of Commerce
Dr. Eduardo Alfonso (Passed on Speaking)

E-4, E-5 E-6, E-9, E-10 and F-1 are related

Comprehensive Plan Amendment. An Ordinance of the City Commission of Coral Gables amending the City of Coral Gables Comprehensive Plan pursuant to large scale amendment procedures subject to ss. 163.3187, Florida Statutes, for the following Comprehensive Plan text and Comprehensive Plan Map amendments for the University of Miami, City of Coral Gables Campus, generally bounded by Ponce de Leon Boulevard, Red Road (SW 57th Avenue), Mataro Avenue, San Amaro Drive, Campo Sano Drive, Pisano Avenue and Carillo Street,

Coral Gables, Florida (depicted graphically herein); and providing for severability, repealer, codification, and an effective date; as follows:

- A. Amendment to Comprehensive Plan Policy FLU-1.1.6, Table FLU-5, entitled “Other Land Uses”, by renaming “University” land use to “University Campus” land use, and adding the “University Campus Multi-Use Area”.
- B. Amendment to Comprehensive Plan Policy FLU-1.1.6, Table FLU-5, entitled “Other Land Uses”, by increasing the maximum Floor Area Ratio (FAR) for “University” land use from 0.5 FAR to 0.7 FAR.
- C. Amendment to the Future Land Use Map to change the land use designation of University owned properties located on Block 192, Riviera Section Part 14 from “Commercial Use, Lose-Rise Intensity” to “University Campus” land use.
- D. Amendment to Comprehensive Plan Policy MOB-2.2.1, to include the University of Miami campus and several contiguous properties outside the campus in the geographic of the Gables Redevelopment and Infill District (GRID) also known as a Transportation Concurrency Exemption Area (TCEA), including the area bounded by Ponce de Leon Boulevard, Red Road, (SW 57th Avenue), Mataro Avenue, San Amaro Drive, Campo Sano Drive, Pisano Avenue and Carillo Street.
- E. Amendment to Comprehensive Plan MOB-2 Map, to graphically include the University of Miami campus and several contiguous properties outside of the campus into the Gables Redevelopment and Infill District (GRID) also known as a Transportation Concurrency Exemption Area (TCEA).
- F. Amendment to the Future Land Use Map to designate and graphically locate proposed “University Campus Multi-Use Area” along Ponce de Leon Boulevard, approximately bounded by Stanford Drive, Walsh Avenue and the University (Mahi) Waterway Canal. (Passed on First Reading June 30, 2010)

E-5

Zoning Code Text Amendment – Article 3, Division 19, “Development Agreements”. An Ordinance of the City Commission of Coral Gables granting approval of an amendment to Zoning Code Article 3, Division 19, entitled “Development Agreements”, Section 3-1907, entitled “Contents of developments agreement/recording”, by increasing the duration of a development agreement from not to exceed ten (10) years to not to exceed twenty (20) years; and providing for severability, repealer, codification, and an effective date. (Passed on First Reading September 14, 2010)

E-6

University of Miami Order. An Ordinance of the City Commission of Coral Gables granting approval of a Development Order for the University of Miami pursuant to Zoning Code Article 3, Division 19, entitled “Development Agreement”, for the University of Miami, City of Coral Gables Campus, for the area bounded by Ponce de Leon Boulevard, Red Road (SW 57th Avenue), Mataro Avenue, San Amaro Drive, Campo Sano Drive, Pisano Avenue and Carillo Street, Coral Gables, Florida; providing for incorporation of Ordinance No. 2964 through

UMCAD approvals up and including Ordinance No. 2007-16 and amending same as reflected in the proposed development agreement including but not limited to an increase in seating at the Bank United Center, an amendment to Resolution No. 2003-7 to allow for the sale of alcoholic beverages, an amendment of certain provisions of Ordinance No. 2007-16 with respect to the timing of certain obligations and modifications of Declaration of Covenants recorded on October 3, 2007, at OR Book 25968, Pages 4593-4609; and providing for severability, repealer, codification and an effective date. (Passed on First Reading September 14, 2010).

E-4, E-5, E-6 are related [Start: 10:31:52 a.m.]

Mayor Slesnick: We are now going to focus our attention on the series of items which deal with a proposed development agreement between the City of Coral Gables and the University of Miami, and the accompanying legislation which goes with that, which is Master Plan changes, Comprehensive Plan Amendments, Zoning Code Text Amendments, and they are captured in Items E-4, E-5, E-6, E-9, E-10, and F-1. So we have quite a few things, and what we are going to do as this is how we are going to approach this. I am going to ask the City Attorney for the ordinances on Second Reading, which are E-4, E-5 and E-6, to read into the record all three Agenda Items, E-4, E-5, E-6; and then on ordinances on First Reading, in order to split this work up a little bit, I will ask the Manager to read into the record E-9, E-10, and F-1. We will have them all read into the record, the presentations that everyone here that is here for this item is asked to make will address the entire issue, whether it's from the Zoning Code to the Comprehensive Plan to the Development Agreement, and the Commission will sort through the particular questions they may have or observations on each specific item, and of course we will be voting on them individually. I do have, and I would like to remind everyone that we have, and by the way at some point in time before we get to public speakers, I'd like the light system centered in the middle here so people standing at either mike can see it, but I have cards; we have cards out in the hallway near the reception area; and these cards are for speakers and even if you'd like to register your attendance here and your position, and suggest that you do not wish to speak, I will read your attendance into the record and your position. So you may use them for both purposes, for speaking or just to file your support, or your opposition to the items in question, and we will go through this list of speakers if you...and we have a number of speakers and a number of non-speakers, so we'll go through this as we did last time, and I will only remind people that we are going to give the principal parties the time that they need to present their cases, this is an important item to all of us. So we'll give the parties the time they need, but for the speakers external to the principal presentations, we ask that they stick to the three minute time limit that we give per speaker. With that having been said, Madam City Attorney.

City Attorney Hernandez: Yes sir. OK. [Note: Items E-4, E-5, and E-6 read into the record]
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the following Comprehensive Plan text and Comprehensive Plan Map amendments for the University of Miami, City of Coral Gables Campus, generally bounded by Ponce de Leon Boulevard, Red Road (SW 57th Avenue), Mataro Avenue, San Amaro Drive, Campo Sano Drive, Pisano Avenue and Carillo Street, Coral Gables, Florida (depicted graphically herein); and providing for severability, repealer, codification, and an effective date; as follows:

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E-6

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Mayor Slesnick: Mr. Manager.

City Manager Salerno: Thank you Mayor. I'd like to call Charlie Seimen here, Special Counsel to begin the presentation.

Mayor Slesnick: No, no, we are reading; Mr. Manager we are reading E-9, E-10, F-1.

City Manager Salerno: Oh, you want me to read those into...sorry, sorry, you are doing them all. Ordinances on First Reading E-9, Zoning Code Text Amendment.

An Ordinance of the City Commission of Coral Gables for an amendment to the Zoning Code, Article 4, Division 2, Section 4-202, University of Miami Campus Area Development (UMCAD), by creating new use and development provisions for the University to be referenced as "University Campus District (UCD)", providing for repeal in entirety of the existing UMCAD provision and an amendment to Article 8, Definitions, providing for new definitions; and providing for severability, repealer, codification, and an effective date (PZB recommended approval, Vote: 5-1).

E-10

Change of Zoning Map. An Ordinance of the City Commission of Coral Gables requesting a change of zoning for the University of Miami, City of Coral Gables Campus owned properties including the following:

1. Commercial Limited (CL) District to University Campus District (UCD) for properties legally described as follows:
 - a) Lots 8-10, Block 192, Riviera Section Part 14 (5809 Ponce de Leon Blvd. – McKnight Building), Coral Gables, Florida;
 - b) Lots 6 and 7, Block 192, Riviera Section Part 14 (No address – McKnight Building parking lot), Coral Gables, Florida; and,
 - c) Lots 1, 2 and SW ½ of Lot 3, Block 192, Riviera Section Part 14 (1540 Levante Avenue – Rainbow Building), Coral Gables, Florida; and,

2. University of Miami Campus Area Development (UMCAD) to University Campus District (UCD) for all University of Miami owned properties generally bounded by Ponce de Leon Boulevard, Levante Avenue, Red Road (SW 57th Avenue), Mataro Avenue, San Amaro Drive, Campo Sano Drive, Pisan Avenue and Carillo Street, Coral Gables, Florida; and providing for severability, repealer, codification, and an effective date. (PZB recommended approval, Vote: 6-0).

F-1

A Resolution of the City Commission of Coral Gables, Florida authorizing a public hearing, to consider amending section 4-202 of the City's Official Zoning Code to replace the existing University of Miami Campus Area Development District with a new zoning district and amending Article 8 of the Zoning Code to add additional definitions and to rezone certain properties from University of Miami Campus Area Development (UMCAD) to University Campus Development (UCD), to be held prior to 5:00 p.m. on a weekday as required by Ch.166.041(3)(c) Florida Statutes; and providing for an effective date.

Mayor Slesnick: Thank you all. At the end let me just explain one thing we are going to do; at the end of the public hearing, at the end of everything before we vote, I'm going to ask the Commission to pass a resolution which will incorporate all testimony, and all exhibits, and everything that has been said into each and every agenda item, so that each item will have as a background for any possible future challenges all of the testimony and all of the exhibits attached to each of the items. With having said that Mr. Manager.

City Manager Salerno: Thank you Mayor. Charlie, again.

Mr. Seimen: Mr. Mayor, members of the Commission, Charles Seimen, Seimen Larson, 433 [inaudible]...Boca Raton, Florida. My presentation today is largely organized around the two principal documents that are before you in order to tell a coherent story, for example taking the Comprehensive Plan separately, and I will try to make as much sense out of this as I can, but there is a lot of information here. The first PowerPoint is about...

Mayor Slesnick: Which of the two principal points....

Mr. Seimen: The Development Agreement and the UCD are the two presentations that I think all of the other information will flow into, and all the other actions you take. The principal actions are to approve amendments to the Comprehensive Plan that was previously transmitted to the Department of Community Affairs for....and for which there was no objections or comments from the Department. The second item is an amendment to the Zoning Ordinance, the existing Zoning Ordinance which extends the term, authorized terms of the Development Agreement, from 20 years to 10 years, and the third is....

Mayor Slesnick: From 10 to 20.

Mr. Seimen: From 10 to 20, excuse me, and the third is the agreement itself, the Development Agreement and its terms. The UCD which is before you on First Reading, however, is a significant amount of substance because those regulatory provisions fit with the Development Agreement to govern the future activities on the university campus, and the UCD is an exhibit attached to the Development Agreement, although it will be actually adopted subsequent at Second Reading in the future.

Mayor Slesnick: And is your presentation going to include all of that?

Mr. Seimen: I am going cover all of that.

Mayor Slesnick: That's what I'm saying.

Mr. Seimen: Yes sir.

Mayor Slesnick: I want to make sure we are approaching this correctly, that's all, I don't want to make a mistake here. So I announce we are going to look at this as far as testimony, as far as conversation, as far as presentation, the whole picture, and that does fit into the way you intend to approach it.

Mr. Seimen: That's correct.

Mayor Slesnick: Good – and how many people will be presenting for the City?- you and....?

Mr. Seimen: I am making the primary presentation, there are some items in question that may come up that I think Eric may be best to respond to, but I will try to.

Mayor Slesnick: Alright – very good.

Mr. Seimen: The Development Agreement addresses a variety of subjects; the first is future intensities and use of land, that's a category with a lot of provisions that are contained, and I'm going to go through those one by one. The second are a series of City and university community benefit programs, which the university is going to describe during their presentation. I will just refer to that in summary fashion. The third are conveyance of certain properties, internal roads, waterways, fire station property and a resolution of certain encumbrances that may exist that will be resolved in the future. The fourth is consideration of mitigation, an important part of this is there are certain allocations of intensities of uses, and uses that are permitted in various forms and fashion, the other side of that is the consideration mitigation program. A preservation of municipal authority and enforcement provisions that is an overview. The future land use are the Comprehensive Plan Amendments, the new University Campus District to replace the existing UMCAD; a limitation on student enrollment, something that's not previously been in the UMCAD documents, but something that we've added for reasons I prescribed at First Reading; treatment of the Bank United Center, certain new authorizations; miscellaneous uses and temporary occupancies. There have been in the past, uncertainties as to what usage is permitted

where in various parts of the community; there is a section that addresses that. The introduction to the mobility plan as an alternative....concurrency to ensure that the maximum extent possible and the adverse trip generation impacts on the community are mitigated not through just an exemption, or not through yes or no, but through affirmative programs to promote alternative uses of transportation; and finally modifications to the UMCAD 2006 schedule for the internal roads. Again, I will address each of these. Future Land Use Amendments – First there is a change in the Future Land Use category to University Campus, and to map the multi-use university multi-use area. Historically, the UMCAD, approved UMCAD included what was called the north-south zoning zone; that zone however, was a matter of the university, their master plan what they submitted, it was not a part of either the Comp Plan or the UMCAD zoning provisions, and so this amendment, one, identifies the multi use land area, and identifies it as a comprehensive land use category, and can limit certain uses to that area that were previously generally authorized as understood as ancillary and accessory to an ordinary university campus, but that was not a part of the plan or the regulation, it was a part of what the university had submitted to the City and approved. We believe that the Comprehensive Plan and regulatory treatment of where and when those uses are permitted and how intense those uses are permitted is an advantage and a protection for the community. The next is to modify the future land use designation of three parcels of land, three small parcels of land, which are owned and used by the university for university purposes. It has been the City's historical perspective that lands which are owned and used by the university should be part of the UMCAD or the university campus area, and that plan amendment would make that happen. The amendment to the maximum permitted FAR (Floor Area Ratio) to .7, that is a comprehensive plan designation that relates to not only a maximum theoretical approved amount, but is related to square footage that has been historically in the campus master plan, and there are provisions in the Development Agreement, and in the UCD, the University Campus District that set a cap absent an amendment to the Development Agreement or an amendment to the plan, the UCD in the future; and finally, an amendment to add the university campus to the Gables Redevelopment Infill District, the GRID, the transportation concurrency exemptionary, and I previously described the thinking behind that, that is to replace traditional concurrency with a proactive mobility program. Now, the future land use for the university campus is divided into districts. Historically, there have been in the Comprehensive Plan and in the Zoning Map just a large blue designation; the Development Agreement and the UCD contemplate being divided into several different areas, and those areas are key in terms of providing greater protection to surrounding residential neighborhoods, particularly to the north. It divides the campus into three areas; first is the buffer, which is along San Amaro and Campo Sano to the north, and that provides a 75 foot buffer where there are very limited use activities permitted; the second is the transition area, which sits behind or south of that buffer area of 75 feet, and that is a 225 foot transition area, and I'll show you a graphic in a few minutes that identifies that, but those are major protections, those are the areas where there has been conflicts historically, and the effort here is for both the plan and regulatory perspective is to establish specific rules that address those conflicts and are designed to avoid future conflicts in terms of the design location of those uses. There are procedural and substantive regulations that vary according to where the land use activity takes place, whether it's in the buffer, the transition area in the core, or in the multi-use, university multi-use area. So instead of one size fits all regulations across the entire campus, we've divided it geographically

and have different substantive and procedural requirements for...uses. The prior UMCAD approval submitted in 2006, approved in 2007, will be the campus Master Plan when the Comp Plan designation, when the Development Agreement, when the UCD is adopted, that will be the starting point going forward in the future. Most modifications in the core will be administrative, these are uses where the neighbor is another university use within the core of the campus; most modifications in the buffer and transition area will require modifications that go to public hearing, review by Planning and Zoning Board, and review by this Commission for approval. Eric, let's go to the buffer area. This graphic does not show well, but along Mataro to the north of the university village there is also a 50 foot buffer that is installed in the area. The next slide shows the transition area. This transition and buffer area is effectively a football field in length between the southern edge of the road and where the core area starts where the major use activity is. The multi-use sub area is located on the south in proximity to the Metro Station, and is an area that is coincident with the historical north-south development zone, but instead as I said earlier, instead of being an UMCAD approved Master Plan element, it is now a land use designation in the Comprehensive Plan in order to be expanded or changed would require an amendment to the future land use plan and is, we think, an added significance in terms of security. The last is the core area; these are the areas that are not related to adjacent to our existing residential neighborhood, and those are the areas where the new performance standards will be implemented primarily on an administrative basis, absent any change which requires a public hearing, which is set out in detail in the proposed university campus zoning district. The next is student enrollment. The regulations which are contemplated to the agreement and the regulations that are contemplated give the university flexibility in terms of a maximum of 6.8 million square feet of habitable floor area, all kinds of floor area, and that is a mathematical cap of the footprint of the buildings that can be constructed, but we were concerned that there were possibilities of unintended consequences by increases in student enrollment, without an increase in the floor, we just add more chairs making the intensity and seating pattern, etc., and the primary variable there in our minds was undergraduate education, because its classrooms, the other ancillary facilities that are required for grad school, law school, architecture school, etc., would allow a potential of increase without our core area and other mathematical calculations governing that. So we established...soon establishing a base line and population of undergraduates of 10,000 on a FT (Fulltime) basis, full time equivalent basis. If undergraduate education using a portion of the under developed square footage right that's available reaches 12,000 students, there is a requirement that the university prepare an analysis that assesses what the impacts of having a student population may have been, and requires them to propose and implement traffic mitigation, if there are unanticipated impacts that were not gained. This is in the context of the overall square footage that is assigned, the regional transportation study which has been carried out for that square footage and assessed, if there are additional impacts because of the increase of student enrollment. So, I regard this as an additional protection among the traditional zoning intensity requirements that really respond to the unique character of the university and particularly the undergraduate population. If the undergraduate population reaches 13,000, then the amendment to the Development Agreement is required and mitigation has to be identified for that additional. There is an additional provision it says for every housing unit, which is placed on campus that would mitigate on its own, one-half student because our belief is that the university campus housing helps to mitigate internalized trips and minimize adverse impacts on the

community's transportation system. So this is an incentive, a reward to provide additional housing and not to require them to mitigate an impact that's been taken care of by placing housing on the campus. The next category is use and intensity of use, as I said notwithstanding the floor area ratio, the maximum permitted intensity under the Development Agreement would be 6.8 million square feet, that's all habitable space of all kind; and there has been a question that's been raised, does that include parking garages?- and it does not. In the City's Zoning Code the regulatory requirement for intensity of use are uses that generate traffic and other demands, water, sewer, traffic, parking, etc.; parking is a service use it is not a trip generating, it is not a water demanding use. It specifies permitted uses and activities in substantially greater detail, the existing UMCAD is very general in terms of uses; it restricts ancillary uses like conference center lodging, commercial retail, and health care to the university multi-use sub area. At the end, those uses have always been understood to be permitted as long as they are a normal and a logical part of the university setting, but they have been in this limited to that one specific area. It adds a detailed definition of university serving use, the prior language in the UMCAD was very general about principally serving university, we have included a very lengthy definition that describes what is a university serving use, and then what is not; and again, in that hierarchy of permitted uses and locations that affects what procedures that are required and what substantive matters apply. The Bank United Center – it would authorize an increase to the maximum number of seats from its current 7,200 to 9,830. It is subject to installation of those chairs, those additional seats, however, is subject to a parking and traffic management plan, which is required to include the event management and security plan. Finally, it authorizes the sale of alcoholic beverages on certain terms and conditions which are specified. There was a document which was distributed last evening that results a modifications on both of these two – one of these items, and the issue that was, what beverages would be permitted where?- and the new language which was submitted to you yesterday which you will find on pages 13 and 14, provides that alcoholic beverages may be sold at the Bank United Center in two different circumstances; one is, in the Hurricane 100 facility and the suites during university events, but not for the general public, not for the student body. For programs which are not university programs, that is a concert or a commercial venture, the alcoholic beverages would be permitted in all public portions of the facility, and that is a change from what was previously presented to you in First Reading on the Development Agreement and reflects the needs for alcoholic beverages to make the facility marketable for concerts and other revenue generating activities, and also to limit it so that student access is carefully controlled; and just a point in the provision also provides that alcoholic beverages cannot be sold until the event management and security component of the parking/traffic management plan has been submitted and approved by the City Manager. So while they may not expand the seats until some years in the future, we have in conjunction with this amendment brought the security and event management plan requirement forward to be approved by the City Manager. So in the future when they expand the seats the obligation would just be to modify that plan if necessary to reflect the increased number of seats that it would be in place for what's currently approved. The next category is Future Land Use - Miscellaneous Uses and Temporary Occupancies – As I said in my opening remarks, there have been disagreements in the past about what uses are permitted where, instead of leaving it to general language this Development Agreement is quite specific in terms of what uses are permitted and where their uses are permitted and under what conditions and terms. The first is, university academic uses,

which is defined are limited to the University of Miami campus, what is the University Campus Land Use category and will be the University Campus District and Zoning. It does allow symposium, conferences and the like off campus, not to exceed 14 days without the approval of the City Manager. The third category is the limited use of the hotels off campus, not to exceed one semester without City Manager approval. At the beginning of some semesters there are challenges in terms of fitting students in the dormitories and other housing, the university has historically used area hotels; typically they advised us this burns off before the end of that semester, but some students come and leave, and then you have to judge how many of your students who have said they are coming actually arrives, etc. Again, this was a negotiated understanding to dealing with the practical realities, but it's clear it's not to become an alternative form of university housing going forward on a permanent basis. Provides for temporary off campus use of properties in the City during the construction or reconstruction of the facilities on the campus, and that would be for a period not to exceed 3 years without the approval of the City Manager. If the university decides to redevelop a major building, they don't suspend the program, they need to find an alternative location for that, and this is again something that was negotiated at some length between the City to strike a balance to limit university academic uses to the campus, but there are some limited circumstances where off-campus activities are a practical necessity for the university make sense...they don't represent a long term conversion of the character of the community at-large. It allows for faculty and student participation in community service programs; we've tried to draw this to make sure that the university academic uses are limited to the campus. They wanted to make sure that their students and faculty could continue to participate in community programs, and so we have specifically called that out to make that clear. And then finally, and I think is a provision that has not been well understood by a couple of circumstances by people who looked at the Development Agreement, there are some things that are differences of opinion, that they have historically been between the City and the university about some off-campus activities. This agreement resolves all the ones I told you about and addresses them, some of the others are not yet right, they are theoretical or may at some time in the future become an issue; and so this agreement says those differences of opinion or perspective remain, this doesn't buy us either party in any way; and we leave those for resolution in the future if and when they become an issue, and will be resolved then, and that is a reservation of rights that is of importance to both the City and to the university in terms of those matters which are not resolved. The next element is the mobility plan – the mobility plan is required to be submitted to the City on June 1, 2011. It requires specific programs; this is a quote, "to promote the use of alternative modes of transportation, walking, biking, transit, van pools, car pools, parking manager. The mobility plan is required to establish measureable targets for various modes of travel and identify sources and means for achieving those objectives. The state is moving toward and urbanized areas instead of a classic transportation concurrency to proactive programs of promoting alternative uses of transportation, integration of uses to minimize external trips, and to minimize impacts in the community at-large. The university is a unique opportunity in South Florida to achieve that; many of these programs are already in place. They have Hurricane Shuttle which is top rated, they've reduced parking, prohibited freshman parking a couple of years ago, which has had a significant impact on the trip generation characteristics; and so that is a program – The Development Agreement requires a monitoring report every year on their progress in implementing that mobility plan to

ensure that it's just not an abstract idea, but an ongoing program to address impacts. The internal road in the 2006 UMCAD provided for two phases in the road, and the first was to be constructed by the end of 2010, the second by the end of 2012. They were linked to the construction to certain buildings; if you start a construction on those buildings you had to start construction on the road contemporaneous with that, and they had to be in place before those buildings could be effectively used, that's a quick overview. Those plans for those buildings have been delayed by the university because of the economy and other factors, they had requested that these deadlines be extended to 2015 and 2017; Phase I in 2015 and Phase II in 2017. However, should they commence construction on those buildings that were linked to those specific improvements that would be the timeframe that they would have to meet, the 2015 and 2017 is in any case whether they build or not, they have to do them by those years? So it changes the numerical year, but it doesn't change the mitigation link to the specific buildings which were contemplated in the 2006 approval. I won't go through the City and university community benefit programs; they range from an annual meeting between the leadership with the City and the university to Hurricane athletics ticket program and some consulting services from some of the experts who are a part of the university community who would be available. I would also say to the contributing of the Ponce beautification is another important part of it. The conveyance of property interest – there are three types of properties to be conveyed; one is, the internal roadways, the internal roadways, they are not perimeter roadways that are outside of the campus, they are the roads that are within the campus, they are to be vacated, and they will be vacated pursuant to the City's Code, they are not done automatically, we are initiating the process under the City's Code and resolution of all the issues, the easements and setbacks, and obligations for maintenance and repairs will be taken care of during that. The internal waterways are to be conveyed to the university, those are those waterways within the campus; and then finally, the Fire Station which was given to the university by the university to the City for the construction of a Fire Station, which has not been built which there are no plans to use for Fire Station purposes is being reconveyed to the university. Importantly, questions were raised about impact on things like utilities and other aspects. When these properties become private property they will be like any other private property, and all of the obligations that any private property owner has under the City's Code will then be enforced and in effect. They will be responsible for maintaining these facilities, and they will be responsible for paying any fees that are applied to any other private property just as they are currently doing now, there is no change in that. Consideration and Mitigation – \$22 million over 20 years; the first payment is due on December 2010, its contingent on approvals that are required provided for in this Development Agreement. First is the Comprehensive Plan Amendment, which is before you today; adoption of the new zoning district which you are going to see on First Reading today, and is the next major subject I'll address, but is then scheduled for Second Reading in the future; approval of the additional seats and alcohol for the Bank United Center; the conveyance of the three properties, I've just described to you; and approval of the amendment to the Campus Master Plan for the health center in the multi-use sub area. So the obligation to pay is triggered upon the approval of these obligations which the City assumes under the draft agreement. There is a provision that preserves the municipal authority; UM is still subject to impact fees and all other municipal impositions. It preserves the City's authority to exercise the Police power, something you cannot contract away, and it preserves the university's obligations to comply with other City regulations and

requirements. So there is nothing in this agreement goes beyond what's set out in this agreement. Enforcement Provisions – they are divided into monetary defaults and non monetary defaults. The principal concern the university monetary defaults, they have 15 days to cure, if they fail to pay when the payment comes due, they are obligated to pay under protest, they can't just withhold the money, they have to pay under protest. They then reserve the right by paying under protest to challenge if they think that the City is in default in some other obligation, they may do so if they fail to make a payment and cure the default within 15 days for non monetary defaults. If they can't cure it within 15 days, they have an obligation to present a plan to be approved by the City that says, we can't do this in 15 days, literally it takes us 10 days to find somebody, it takes us 20 days to do it, that's submitted to the Manager for review and approval. If the City defaults it suspends the university's next annual payment, if on December 1, 2011, the City is in default on something it's obligated itself to do, then the payment due on December 1, 2011 would be suspended until that performance, until the City performs, and both parties reserve the right to seek judicial...

Mayor Slesnick: Charles, after the first initial conveyances and so forth, what would we default on?

Mr. Seimen: What could we default on? There are a number of undertakings and obligations, they are not significant; they are normal implementation activities that we could default on, obligations to take actions on applications within a certain period of time, do things like that. The last slide is the final reading of the Development Agreement is today, the final reading of the Comprehensive Plan Amendments are today, the new UCD are being read first today, but in the future you will have Second Reading on the new district; the assignment of the UCD you'll see on First Reading today, that is the mapping of it, in other words we have a new district; and then that will be on two readings, First and Second Reading; and then the vacation of the roadways is going to go through the normal process and that process includes a proceeding before the Planning and Zoning Board, and a decision by this body. That is a summary of what is contained in the Development Agreement. A key part of the Development Agreement is the new University Campus District, because it takes all these provisions that I've just described to you and makes – and implements them through a new zoning district. Eric you have...is loading up. There are a lot of things that are in both documents; you are going to see broad concepts in the Development Agreement, you are going to see more detail in the UCD. In my summary of it in difference of time, I'm not going to go through all the detail, but I will try to point out what I think are the salient points that should be recognized going forward. I do want to say that there are two sections of the Zoning Code, there are the substantive provisions for the UCD district, and then there are amendments to Article 8, which are the definitions. When we redid the Zoning Code rewrite, excuse me, we moved all the definition out of various parts of the Code and put them in a single definition provision. We are continuing to honor that logic in this adoption, so there is a new replacement district UCD for UMCAD, and then the prior definitions that have been carried forward, and new definitions are placed in Article 8, so there are two documents. The core element of this is dividing the UM campus into those categories. I previously described for you and varying the substantive and procedural requirements to where you are in the campus; and a major objective was to increase flexibility within the core of the campus, a significant amount of

municipal energy and university energy and money, City money, has been spent dealing with things that are very unique in a land use environment. Typically a small parcel of land, 10, 5, 2 acres, whatever it is has neighbors on four sides, and managing the interrelationship between this land use and surrounding land use is what we do through our planning and zoning programs. In the university context a significant number of the land use decisions don't affect outside the properties, so within there we've tried to create a system that provides a substantial amount of flexibility, and administrative safeguards to ensure that there are not unintended consequences, but an effort to expedite this process, and in particular to expedite the process of adjustments. There is a campus master plan that contemplates long term development activity over 20-25 years, as it is implemented there are always adjustments that are required to move a building 10-15-25 feet, you change this building, you change whatever, as long as its within the core that's primarily a matter of administrative compliance to ensure that the performance standards are complied with. So that is...those are the fundamental concepts. I've already described for you...

Mayor Slesnick: Stop there. What you are saying is those kinds of changes are made approved by the administration, is that the bottom line of what you are saying?

Mr. Seimen: That's correct.

Mayor Slesnick: If it's in the core?

Mr. Seimen: If it's in the core.

Mayor Slesnick: And what about in the more commercial area, the multi-use area?

Mr. Seimen: There is a matrix in the Code which I'll describe; there are...

Mayor Slesnick: We have a letter of concern from the Riviera Homeowners Association concerning this, and I'm trying to understand what they are talking about, and I have the feeling that in the multi-use area you've given the right to the City Manager to make amendments or approvals.

City Attorney Hernandez: No, no. What the provisions are, certain things are...what we are trying to do is simply some of the things that should be administrative in nature versus policy decisions of the City Commission, and what we tried to outline were procedures where they would need to go administratively to the Manager Items that are time sensitive, items that really don't reach the level of legislative but are more....

Mayor Slesnick: I appreciate that. Did you get a copy of this letter from Josie Ramirez?

City Attorney Hernandez: Yes, today.

Mayor Slesnick: Can you tell me what...

City Attorney Hernandez: I can pull it for you.

Mayor Slesnick: What then is it that they are concerned about?- as far as...?

City Attorney Hernandez: I think that she sees a lot of the City Manager...

Mayor Slesnick: No, no, but there was a specific. OK. Here it is, a comment from one of the members of the Association is *“the revision of sub paragraph “F” is better, I still don’t like the idea of the City Manager having the discretion to make changes rather than the Commission, no reflection on him, Mr. Manager, but the managers change from time to time and the power should lie with the elected not the appointed officials”*. Now, are we only talking about the core?- or are we talking about something other than the core?

Mr. Seimen: We are talking about a portion of the core which is the university multi-use area, I believe, is where the concern has been raised.

Mayor Slesnick: So we are talking about the multi use area?

Mr. Seimen: I don’t....

Commissioner Anderson: Yes, it is paragraph “F”, which is the university campus multi use area.

Mayor Slesnick: Yes, I read paragraph “F”, it didn’t say anything about the Manager. All I’m saying is I read paragraph “F” – listen, rather than stop this proceeding here how about if you come back to us and just answer that question, OK. Someone needs to come back to us and answer the question, OK.

Vice Mayor Kerdyk: Why don’t we do it now?

Mayor Slesnick: OK.

Mr. Seimen: “F” is a different matter.

Mayor Slesnick: No, wait a minute; you don’t have the whole thing.

City Attorney Hernandez: [Inaudible]

Mayor Slesnick: That’s right and then Bob Barnett writes, OK, that’s why I’m asking everybody here, OK. Bob Barnett writes....

City Manager Salerno: Mayor?

Mayor Slesnick: Listen, I want an answer to this. Look, until we get an answer to it, I’m going to send it to my assistant, she is going to print it, and give it to you Charles, and then sometime later

come back and respond. He writes that he doesn't like the idea that the City Manager making the discretion, and so forth, I don't know what he's referring to, I'd like to just know that we can figure that out. If we can't then we move on. I'll send it.

City Manager Salerno: Mayor?

Mayor Slesnick: Yes.

City Manager Salerno: Mayor, I met yesterday with, I believe it was Josie, and her single issue at the time was about paragraph "F", and I explained to her what the interpretation of paragraph "F" was, and I told her I would confirm that with Special Counsel, which I did; do you have that at the bottom Mayor, Charlie?

Mr. Seimen: I do.

City Manager Salerno: Which has absolutely nothing to do with authority by any individual, Manager, Commission or anything else. Charlie could you just explain what...

Mayor Slesnick: Excuse me, I'm asking the question Mr. Manger, and that's not my question. She wrote the letter today and then Bob Barnett from her Board writes back to everyone concerned, *"the revision in paragraph "F" is better, I still don't like the idea the City Manager having the discretion to make changes rather than the Commission, no reflection on him, but managers changes from time to time, the power should lie with the elected officials..."*; and then Josie writes back the President of Riviera, *"couldn't agree with you more, but since I can't do anything about it we might as well blow some smoke"*. So therefore, my question is, I would like someone, Mr. Seimen or other person...

Commissioner Cabrera: Who wrote that?- who wrote that?

Mayor Slesnick: Josie Ramirez.

Commissioner Cabrera: Ms. Ramirez, yes that's hard for the course.

Mayor Slesnick: I would just like someone to respond to me as to whether we can figure out what you are talking about, a very simple question, and you don't need to do it this second. The e-mail will be brought to you in a few minutes and....

Vice Mayor Kerdyk: I can tell you.

Mayor Slesnick: OK, then you tell me.

Vice Mayor Kerdyk: See if I'm right. In the university multi use zone, if it has to do with the 150,000 square feet of retail space that is put in that has nothing to do with the university, I mean, everything has to do with the university, but has more auxiliary outside usage, that has to

come back for the City of Coral Gables Commission's decision and vote on through the planning process and everything we have implemented now. If it's outside of that, then it goes through an administrative process as opposed to coming to the City Commission, is that correct?

Mr. Seimen: You mixed two different things.

Vice Mayor Kerdyk: Alright – go ahead.

Mr. Seimen: The first is, if it's in the campus, in the core...

Vice Mayor Kerdyk: We are talking about the multi-use area?

Mr. Seimen: Multi use area....

Vice Mayor Kerdyk: That's simply what we are talking about, that's the question.

Mr. Seimen: There are – if its retail, that is if it's not university serving, that is it's for the public as well, that goes through the process.

Vice Mayor Kerdyk: Comes back through the process – conditional use comes back through the process.

Mr. Seimen: There are other uses, a whole variety of uses which are permitted by administrative approval, and that I believe is what's being questioned; things like they range all the way from museums and galleries are permitted as of right, those modifications would then be administrative, but retailing issues which are not university serving are required conditional use; telecommunication facilities exceeding 10 feet are conditional use, even in the multi use area.

Commissioner Withers: What about medical?

Mr. Seimen: Medical is in a category that breeds – overnight accommodations, conference centers, governmental public sector uses, research office, medical health care uses for the benefit of the university and the public, that's a category of ancillary and accessory uses, those are confined to the multi-use area, they are not permitted anywhere else, but they are permitted as of right, so a modification to the existing UMCAD to authorize one of those uses within the approved square footage assuming no intensification of uses over what's in the approved UMCAD would be an administrative approval of that modification.

City Manager Salerno: Outpatient services.

Mr. Seimen: The memorandum, the e-mail which is from....

Mayor Slesnick: That's OK, you can....

Mr. Seimen:...Mr. Barnett is – actually says that he doesn't support administrative amendments to the Master Plan, and I would just for clarification, the existing UMCAD allows administrative amendments, they are confined by some mathematical formulas that haven't worked well and we've had a lot of conflicts and difficulty in administering that, but the concept of an administrative modification of the Campus Master Plan is, I think, fundamental to a Master Plan, that over a long period of time works, and that's what we have qualified professional staff to do.

Mayor Slesnick: OK. My whole question was, are we talking about administrative amendments in the core?- or in the multi use?- that's all my question was.

Mr. Seimen: This memorandum makes no reference to where.

Mayor Slesnick: I know. OK. I now make the reference Charles, I mean, I'm asking the question...OK, later when you get back, finish your presentation, all I want to know is what are the administrative things that can be done in the multi-use and not have to go through the Commission, OK?- that's all. Thank you.

Mr. Seimen: The University Campus District, I believe it's the next slide, recognizes the existing 2006 UMCAD approved in 2007 as the quote "Master Plan", which is the new document under the new zoning district and it incorporates that existing document today into the Code as if it were approved under the Code, it has that stature. Most use modifications within the core area, moving things around in the core area, are administrative modifications to the Campus Master Plan. This is we have "X" number of square feet in this area, these number of uses and where the building is located, whether it's a 9 story or 10 story, whether this building has a longer dimension, whether we've move the footprint in one way or another, or we've changed the use within the core from Building "A" to Building "C" because of a change in plans and conditions, those are administrative approvals under this. They still go to the Board of Architects for review and approval; they still require if there is a traffic study if there are traffic changes, it requires a traffic study for approval, it doesn't, however, go to a public hearing or a deliberative body decision because we have already said as a matter within the core in the north-south district is a part of that core, but it is a sub-set of that overall core, but these administrative modifications take place all the time. You have a 20 year plan, you get down to designing a building, you all know when you get down to that level there are changes that are inevitable, and we've tried to, one provide them with greater flexibility to be responsive to what they need; two, to ensure a good responsible planning takes place, that there is a balance. It still goes to the Board of Architects, it still if it involves a variety of things goes to the Development Review Committee, it's just that it is an administrative approval by your professional staff.

Commissioner Anderson: So what they are saying, some of the concerns they are raising is a belief, I believe, that the City Manager is the only one that look, but the reality is its professional staff.

Mr. Seimen: It's under the Code which is the Development Review Official who is appointed by the City Manager and with the aide and assistance if appropriate of the Development Review Committee. It's the normal administrative process you have for non policy making decisions.

Vice Mayor Kerdyk: Charlie when is the traffic study come into play?

Mr. Seimen: Under the existing UMCAD most traffic analysis is done in two ways; one, there is a five year regional transportation study that evaluates how are we doing; then on individual projects, if they involve a change in intensity or location that could affect traffic, a traffic study is required at the time of basically when you go to the Board of Architects and for a building permit at that time; and a part of that is that the amendment to a modification to the Master Plan, to say we are going to, instead of putting a dormitory here in the core, we are going to put the dormitory here in the core, is a long term strategic planning decision, and they may not do it until 5 years or 10 years in the future. So then when the building permit, that's when you're actually going to implement it, is when traditionally we have required that site specific traffic impact analysis, and that's the process reviews; and I still think it's the logical way to deal with this very unique planning environment that we have a long term plan, it's going to be – have to be adjusted, we call it "rubber sheeting" to make it work when we get to the reality of it; and that's when – now when you are getting to it, because you have the context of the regional transportation study every five years, which is a very sophisticated analysis, you can have the comfort that the overall planning direction is consistent and we have protections in place and then you implement it at the building permit. In the ordinary conditional use process outside the university, you would be evaluated when you grant the approval; we do that in the context of the RGS and then the site specific. That's how that is conceived to work, and I believe is a very logical and responsible way of managing this unique land use. I wouldn't recommend to you for any other land use in this City, but this is a very unique – and by the way, is not dissimilar to the University Campus Master Planning Act which has been created by the Legislature that governs public universities, and while I think we have done better than the – we have more protections and better understandings in this document than is in the statute. I would have to say that they are not, we are not out there in left field, we are really taking what they do for a state university and extending it to this unique community.

Mayor Slesnick: I was going to ask you and you did – compare the state versus private.

Mr. Seimen: Thank you.

Mayor Slesnick: So if this was the University of Florida sitting here, they would basically operate in a different context and they would operate in more of a context that we are talking about operating, anyways.

Mr. Seimen: Yes, if they are outside the Growth Management Act they would prepare a Campus Master Plan, the university, frankly, has a lot of leverage over municipalities; you get some opportunities but opportunities, for example, for mitigation are very limited, and if the university wants to not be cooperative they have the ability to. Here I think we've achieved from my

perspective a fairly remarkable accommodation of two competing interests in a way that I think does protect the community going forward. So most uses in modification within the core area are administrative approvals; you have to be approved in the first place, its moving it around, so if you don't approve "X" use in the Campus Master Plan, and it's not in there and you want to add it, then that may be, if it requires a conditional use permit, then that would have to go through that process. Most uses in modification in the buffer and transition area are conditional use approvals, that's the area where we have been concerned primarily because of the adjacent residential neighborhoods. This is – I'm going to walk you through the district, identify this is section by section, I'm not going to – and this is the same fashion I did it with the Planning and Zoning Board, and I hope they will accept it. There is a purpose clause, if you would expect which establishes the purpose and applicability. It defines the campus sub areas, it does it by words, the legal descriptions are in Article 8 of where there are, so there is no misunderstanding. "C" describes the elements of the Campus Master Plan, this is the core instrument that we use; it's the basic plan, it's a long term plan, and we contemplate it will be implemented. It requires a site plan, a chart of the development, a design manual, all of these things are existing, they are anticipated, many of them to be updated in the near future. The mobility plan is new and is a very important requirement, and a traffic impact study or justification plan why a study is necessary. If you want them in the plan you've got to address within the context of the regional traffic study the implications of this particular matter in the Comprehensive Master Plan. The legal status of the Comprehensive Master Plan was very important, I think, to both the university and the City, that we know as we adopt this new zoning district that there is no hiatus, no rights are forfeited, and no advantages are created. So that is what the section says, what the legal status of the Campus Master Plan is. It establishes, and this is a major part of it, it is found on page 2 of 11, modifications; and there are two kinds of modifications, one is that it may be administrative, and ones that require City Commission approvals; and the ones it says, "area by area", so it's not the same in all districts. It's the campus in the buffer area, one set of rules, in the transition area, there is another set of rules in the core area, there are another set of rules, as to what may be permitted by administrative approval and what is not by administrative approval, and its stated in a fashion that they are administrative unless they involve certain things that we have identified as raising issues that ought to be subject to a public hearing process; and that's how we've drawn the distinction between what is administrative and what is a conditional use approval, which is not a rezoning, it's a discretionary approval granted as you do today for conditional uses, but it goes through the public hearing process. There are required findings for approval of modifications, which are found in sub-paragraph 3, and there is a statement as to what happens to the building permit, and this community is different to most of the communities I have worked in, in terms because your design of the review process is the Board of Architects, which is at the building process and in my hometown of Boca Raton they go through community design when they approve a conditional use approval, and then we always have to go back and get it amended, because when you finally design the building it never turns out exactly like you anticipated it would, and so that is how this works. Now a key part of this is found of 4 of 11, and I believe goes through 6 of 11, and this is the chart; and the chart is shown on this. There is the buffer area, the campus transition area, the campus core area, and then there are two sub areas, the university village and the multi-use; and then you have down the list a list of uses, and as you read across you'll see that there are uses that are prohibited by an "X", you can't do it in

that area if it has an "X". Its permitted as a conditional use or it's a "P" permitted as of right, and so instead of having uses that are permitted and you go through the process and you find out what happened, we've tried to make this process one that's logically a physical framework for what uses are permitted, where within the campus because of their relation and potential impact on adjacent land uses and the unique aspects of transportation and access to this because traffic and trips are generally directed to the south away from the residential neighborhoods. This is illustrative, I pulled out six uses. The next section is performance standards....

Mayor Slesnick: Mr. Seimen how much longer do you have?

Mr. Seimen: I have five slides, I would guess less than 10 minutes.

Mayor Slesnick: OK, because I just want to be able to get to...I know we have some people here that have taken the time to come to support the university or to oppose, whatever, but I would like to try to get them on, we can always come back.

Mr. Seimen: I will try to hit the high points, and if there are some questions later. The height setbacks which vary by frontages. The heights and setbacks have not changed from the approved 2002 UMCAD, that was set then and they are incorporated here; a maximum of 6.8 million square feet, because of the unique quality of this university there are not coverage requirements or frontage or numbers of buildings per site. If this were a bunch of individual sub-divisions, we'd have those things; it does not make sense in the context of the university. The performance standards – 20 percent of the landscape area university must be landscape-open space; we've talked about the retail that could be permitted in the multi-use area, it's limited to 15 percent of the total floor area, which is permitted in that area, and if it's not university serving alone it has to go through conditional use approval. There are specifics for the mobility plan; there are off-street parking requirements, vehicle access; I'll skip over their design, which is architectural, external relationships, internal relationships, signs and lighting. Most of these requirements are in the existing UMCAD, we have clarified them, we have eliminated conflicts, but I think they are all familiar. We have special provisions for parking garages, if they are visible or within some physical proximity of the residential neighborhoods to the north, a subject of some great conflict in the past, and even if they are not within sight or distance of those areas, if they are in certain areas like along Pisano across from the hospital, they are required to be designed with certain aesthetic characteristics to obscure the character of them as a garage. There are required reports: an annual report, a parking capaCity monitoring report, an annual mobility plan report, a traffic analysis every five years, and a utility report every five years. Those are the salient points, I believe, of all of the documents and the other documents are all implementation approvals required to make these various elements go into place.

Mayor Slesnick: Thank you. We'll come back with Commission questions and interchange later. Mr. Bass let me ask you, I do not want to disrupt your presentation and since it's your presentation, I'd be happy to do one of two things, allow you to go forward as you plan to do, or we could take some of the speakers who may have other obligations and let's leave and come

back. It's your choice; most of the speakers who have signed up are in support of your position, so it's your choice.

Mr. Bass: Mr. Mayors, members of the Commission, Jeffrey Bass is my name, 46 S.W. 1st Street is my address. I will do an extremely abbreviated presentation, run through the highlights of what we called the Community Enrichment Programs that Mr. Seimen referenced before we turn it over to the speakers, I will be exceptionally brief. I do just want to pause for one moment and note that this is really an iconic accomplishment for both institutions to come together today, and it's an iconic moment that I feel so professionally proud to be sharing with you all, and I would just suggest this, it appears as though if possible to prove the skeptics wrong, and that when you work hard and you negotiate in good faith and you identify your problems it takes an immense amount of hard work to do so, but you can prove those skeptics wrong who thought the today would never come that the two institutions would be as close as they are now to redefining a very thoughtful way of dealing with each other in the future. That said, I'd like to have our PowerPoint come up briefly on the community enrichment elements of the Development Agreement, which I will highlight very briefly, I will not elaborate on because we have talked about them before. So with the first slide, if I may or the second slide – as we talked about before in the agreement quite clearly illustrates we have a number of programs wherein we bring the university's great resources closer to the citizenry of the City of Coral Gables. We are very proud to announce the creation of the Gables Fellows Program, which we hope to be an incubator for those with a demonstrated interest in public service to distinguish themselves and to gather vitally important on the job training, and see firsthand how local government works, and we hope through that program that we can provide this great City with talented help needed in generations that come. We have a Coral Gables Lecture Series which comprises six lectures, promoted by the university featuring members of the faculty and other distinguished speakers. We are going to present these lectures both on and off our campus again, to bring our great and varied resources closer to the citizenry of Coral Gables. We have a UM Performance and Concert Series, where we will feature from our School of Music four musical performances a year, and in addition to those musical performances, two separate pieces of cultural programming outside of the musical arts to help share again our wonderful cultural programs with you all and with the residents of Coral Gables. Importantly, in the Development Agreement, it specifically calls out that we will contribute \$100,000 to the beautification of Ponce within the specified areas there; the beautification specifications will be designed engineered by the City. The City will make any improvements, but we will be funding them to the tune of \$100,000. In addition, and we talked about this before, where great universities have great medical programs, one of the ways we hope to bring our great medical programs closer to you all is through our "Meet the Docs" Program, which will feature four lectures a year on a wide variety of cutting edge medical issues being thought about and being researched at the university and we'll have members of our faculty come out into the community to present topics that we believe to be compelling and current and directly relevant. In addition to that we are offering our consulting expertise in a wide range of areas to the City to help the City in those areas where we can help it based on the resources and the expertise that we have at the university. Moving very quickly, we also have a very exciting athletics program where we will share with the citizenry of Coral Gables, what I'll call very preferred access to our varied sporting events. We have a football

program, we are pleased to announce the creation of “Coral Gables Day” with our football program, we have a buy one get two free ticket program for a whole football game. We are going to have a thousand free tickets to select home games of men’s and women’s basketball and baseball, and we will be providing over \$20,000 worth of tickets to events at the Bank United Center. In total, if you were going to attempt to value, in addition to the \$22 million that’s called for in the Development Agreement, we estimate the value of these enrichment programs over the life of this agreement to be close to \$7 million, and we are very, very excited about all of this programming being made available to you all. Mr. Mayor, I know I went very quickly, and I’m done, I’m happy to say. I now at this point would like to introduce President Donna Shalala; she’d be followed by Woody Weiser, and then Former Ambassador, former Chairman of the Board of Trustees Mr. Chuck Cobb, in addition to those other speakers who have filled out cards. I will say and I’d be remiss if I didn’t congratulate or acknowledge the incredible hard work of the City’s administration and staff, weekends – when I say weekends I mean weekends, nights, dawn, everybody has worked around the clock to bring this to you today and I wanted to acknowledge that.

Mayor Slesnick: OK. Before you leave though, let me just say that couple things, one is, I think that we have said before publicly and I’ve said again that we appreciate what this university has put on the table as this enrichment program and legacy program, so we are delighted that that was added as a gift of the university, and really wasn’t part of these business discussions. Secondly, let me also, I will read the addresses into the record, all three people that Mr. Bass said will speak, are residents of Coral Gables as well as representatives of the University of Miami; Donna Shalala, 8565 Old Cutler Road; Woody Weiser, at 10 Edgewater Drive; and Ambassador Chuck Cobb, at 8 Tahiti Beach Island. Madam President congratulations on your latest award.

President Shalala: Thank you very much Mr. Mayor and Commissioners. My name is Donna Shalala as you indicate, I reside on Old Cutler Road, I am a taxpayer in Coral Gables. I’m here today representing, I own another property in Coral Gables, but I pay taxes, point that out (laughter)...

Mayor Slesnick: That was your Trustees chuckling.

President Shalala: I’m here again today representing the University of Miami and urging your approval of the Development Agreement. We have as you know a number of Trustees, students, citizens, Board members, Coral Gables Chamber, Alumni and friends with us, I’d like them all to wave and raise their hands since they came for this very important meeting. I also want to acknowledge your Special Counsel; every time he says that the setback is the length of a football field, I think we are all going to get calls about building a stadium on campus....

Commissioner Anderson: On the buffer area.

President Shalala:....And I want to make it very clear that a stadium is not in this agreement. Today we come before you for the final approval of the Development Agreement. It has been a long, winding road, but worth it. So we can stand before you today and begin our relationship

anew. This agreement solidifies our partnership and signals a new era between the University of Miami and the City of Coral Gables. Your supportive vote today will mark the highlight, at least of my own tenure at the university; world class cities deserve world class research institutions that was George Merrick's dream more than 80 years ago. As a shrewd businessman I'd like to think he would approve of a deal that was a win-win for the City and for the university that he helped create. Many months of work come to fruition today; your Manager and our Vice President Joe Natoli and his team has hammered out an agreement over weekends and very long nights, their persistence should be commended, the rest is up to you. We know that you are going to support your hometown university, we are very proud to be your hometown university. Thank you very much.

Mayor Slesnick: Thank you. Woody, welcome.

Mr. Weiser: Mr. Mayor, the second time in 42 years and the last (laughter). I don't want to repeat what I said the last time, so I just wanted you to know that this is a truly very difficult decision for the university because it is so complex, and of course the \$20 million is coming in plus, if I may say, probably another \$22 million over the years by the time the roads are all built, all the infrastructure is put in. It comes at a time when this university is in a hiring freeze, a salary freeze, a capital projects freeze, so for us to digest this, if somebody would have told me 24 years ago that I would have voted for this university to spend upwards of \$40 million dollars, which eventually will be, I would have told them frankly that they were crazy, but times have changed. We are at the point that we are now; we've had years of discussions back and forth. This a defining moment, I think, for the City and for the university, and I think for the people who have worked so hard, it's been mentioned here before, have just done an outstanding job of bringing together this agreement. So again, I encourage you and I encourage all of us to take the moment and to make this something that is a very important part of our community both to the university and for the City of Coral Gables. I thank you.

Commissioner Anderson: Thank you very much.

Mayor Slesnick: Thank you Woody. Mr. Ambassador.

Mr. Cobb: Mr. Mayor, Mr. Vice Mayor, Commissioners, Mr. Manager, I'm Chuck Cobb, I live at Tahiti Beach Island Road. The Mayor indicated my offices are at 355 Alhambra Circle and as the President said, I am a taxpayer in the various companies I have been involved with, large taxpayers to this community, but I think it has been value received, and I thank you for your service. I also think and want to commend the Manager and Joe Natoli that have worked so hard to get us where we are today. As I indicated in my last communication, I chaired the Trustee Committee on this effort for about ten years, I never got to the final conclusion because I didn't have this Manager, and Joe Natoli, and this President at the time. So I am delighted that we are where we are. I, like Woody Weiser, swallow hard at the \$22 million along with the road costs that Woody talked about. Mr. Mayor you indicated whether University of Florida would have the same deal, and your Counsel said similar, but they would not have paid the \$22 million that we are paying. So that's a material difference in these negotiations. We also swallow hard at some of

the other constraints you put on us, there are many; enrollment constraints, etc., etc., but look we know that this has been long, tough negotiations, and we are...we think that this is in the best interest as the President said, this is the highlight of her tenure, and there has been many highlights in her tenure here. So we strongly encourage you to approve this, and as partners let's move on and implement the Merrick dream. Thank you.

Mayor Slesnick: Thank you Ambassador. We have other speakers; we have Enrique Lopez. Enrique is from 1312 Sorolla Avenue.

Mr. Lopez: Good morning, we are a couple of minutes away...

Mayor Slesnick: Mr. Clerk if you would activate the system please, OK.

Mr. Lopez: Good morning Mr. Mayor, Vice Mayor, Commissioners, Madam City Attorney, City Manager, and Mr. City Clerk, and my fellow residents of the City Beautiful. I commend all of you for your effort and continued commitment to positively move this mutual relationship forward. The proposals before you are significant; have been well thought out by all the parties and proposed required and warranted safeguards that serve the parties well. The challenge lies in the City's and university's abilities to ensure a proposed agreement is executed as warranted, thus ensuring unquestioned compliance with the safeguards. I am confident that both parties are eagerly awaiting this opportunity that has been a long time in the making. I request your continued support of the proposal that serve all well, will serve as our benchmark for years to come and continue the blooming of our City's relationship with our educational gem. But most important it does not compromise our resident's quality of life. Thank you.

Mayor Slesnick: Thank you. Robert Gallagher, of 1137 Campo Sano Boulevard – you wrote Boulevard.

Mr. Gallagher: That must be...I certainly can't blame my wife.

(Laughter)

Mayor Slesnick: Nor would you want to. I didn't know there was a Boulevard either, but that's what it says.

Mr. Gallagher: A new street, at least I know how to get home Mr. Mayor. Mr. Mayor, Mr. Vice Mayor, members of the Commission, Mr. Manager, Madam City Attorney, my name is Bob Gallagher; I reside with my family at 1137 Campo Sano Avenue. As you may recall, I appeared at the meeting of the First Reading urging the Commission to approve the Development Agreement. I am here again today to reaffirm my family's support for the Development Agreement. As I related to you, Campo Sano Avenue is one of, if not the most significant impacted streets by this Development Agreement. In response to the invitations extended to the neighbors by the university, we with a number of neighbors attended informative presentations to familiarize ourselves with the proposed development plan. We reviewed the benefits to the City

and we reviewed the benefits and burdens to the university, all of which are set forth in the Development Agreement and have been discussed here today as well as prior meetings. My wife and I frequently walk the perimeter of the university; unlike many proposals which you are asked to consider where those applicants ask you to approve a plan, about what they intend to provide in the future, one only needs to inspect the perimeter and the interior of the campus to confirm the very beautiful, tasteful, and screen which is in place. We have a continuing evidence to the university standard for maintenance. We also believe that the hundred yard buffer, not a football field, and the transition zone will provide the appropriate setbacks for the neighborhood. The only significant traffic that we witness on Sano Maria is running west to east; the people living west of the City trying to either get to places of work or leisure. We don't see any impact by the University of Miami students or the faculty. Again, my wife and I urge you to approve the Development Agreement as set forth in the university's application. I thank you for permitting me to make my thoughts known. Thank you.

Commissioner Anderson: Thank you.

Mayor Slesnick: Bob.

Mr. Gallagher: Yes sir.

Mayor Slesnick: You talked about your family and I just wanted to note that your son is still serving our country in uniform.

Mr. Gallagher: Yes sir.

Mayor Slesnick: And I hope you'll pass along our thanks for his service.

Mr. Gallagher: Thank you. He just got back from second tour in Afghanistan. Thank you.

Commissioner Anderson: Wow!

Mayor Slesnick: Thank God he's home. Albert Vara, 8131 Los Pinos, and this is Boulevard.

Mr. Vara: Thank you for allowing me to speak. My name is Albert Vara; I live at 8131 Los Pinos Boulevard. I am here asking your support for the Development Agreement with the City of Coral Gables and the University of Miami. The agreement provides the university the assurance that it can have a defined plan for its campus development over the next 20 years; it also provides the City with \$20 million over the same period. I didn't know that when I came here today, and I think it's a big deal for the university and the City. As a father of two children that graduated from the University of Miami, I know they received a top notch education, along with the university plan for its future enhancement, future student experience, and continue to feed the local economy. The university is the gem of our community; when I graduated from the University of Miami and would travel, this probably happened to all of us. I had to convince people that the University of Miami was in the City of Coral Gables, they all thought it was in

Miami, because last summer I was in Boston and I had an argument with a doctor, I had to convince him that the University of Miami Medical School was in Miami and not in Coral Gables (laughter). So the University of Miami has helped to put the City of Coral Gables on the map, and like Harvard we all know it's in Cambridge, not in Boston, everybody knows that the University of Miami is in Coral Gables except for the Medical School; and I urge you to work with the university, compared to other institutions in the City unfortunately, like the Coral Gables Country Club and the Biltmore, we wished we had a little more traffic going into those areas and we don't, and there are people here who are going to talk about the traffic against the university's growth plan because of traffic, and I think that's great, because I think I wish I had the same problem as a taxpayer, although the university is a....university, I don't like it, but as a taxpayer I like the fact that there is a growth engine and a growing engine of financial growth in Miami, specifically in Coral Gables. If you approve this you'll create a framework for the City, its neighbors, and the University of Miami to work together for future growth. If you don't approve this you are going to be penalizing the University of Miami for being successful. Thank you.

Mayor Slesnick: Thank you Albert. Christina Farmer – Christina is at 1527 Albenga Avenue, Christina is the President of the Student Body at the University of Miami, and with her today is Pietro Bortolotto, Pietro is at 1607 Ponce de Leon Boulevard, he is the Vice President of the Student Body; and I had the occasion to meet with the officers of the student government last week and it was an excellent meeting and a very thoughtful meeting and I was very impressed.

Ms. Farmer: We were glad to have you, thank you very much.

Mayor Slesnick: Christina, Pietro welcome both of you.

Ms. Farmer: Thank you. Good morning Mr. Mayor and members of the City Commission. As Mr. Mayor said my name is Christina and I'm joined by Pietro and together we serve the University of Miami's Student Body as the leaders of the student government. We would also like to acknowledge Sarah Richardson who is the President of the Graduate Student Association who is also here with us today.

Mayor Slesnick: Hello.

Mr. Bortolotto: We've had a chance to sit in and listen to various meetings here in this exact same room regarding the UM Development Agreement, and having heard presentations and discussions from the City, the university and its neighbors, we feel that all parties has had a chance to dissect the agreement. We speak on behalf of the 10,000 University of Miami undergrads and graduates and we say thank you for taking the time out of your busy days to pay really close attention to this business and Development Agreement.

Ms. Farmer: So we ask that you approve the necessary changes to the Development Agreement and we ask that we move forward to build a better university. Thank you.

Commissioner Anderson: Thank you both.

Mayor Slesnick: Thank you – thank you very much, thank you both, and good luck in this year. Mark Trowbridge – what is?- is that 124 Catalonia?- 224 Catalonia, I cannot read your writing Mark, 224 Catalonia Avenue, and John O'Rourke, 224 Catalonia Avenue, both representing the Chamber. Mark is President of the Chamber; John is Chair of the Chamber, and thank you all for being here.

Mr. O'Rourke: Good afternoon. Over the years I've had the pleasure of addressing you all as John O'Rourke, a small business owner of Montiqua Jewelry just a few blocks from here, of Montiqua Jewelry on Miracle Mile. However, today I'm not really here as a small business owner, I'm here as Chairman of the Coral Gables Chamber of Commerce. As you all saw a little bit earlier, we've had many of our members, our Board members, our general members, several of our past Chairs attend both the First and Second Reading for this a very important discussion. As you all know the Coral Gables Chamber of Commerce and the University of Miami had essentially grown up together with the same founder, George E. Merrick, and during these many years both organizations have nurtured a very long standing partnership, one that is based on a common interest, common support, as well as service. The University of Miami has been a generous supporter and leader within the community especially to the Coral Gables Chamber of Commerce and your Chamber encourages the Commission, the City and the University of Miami to work closely together as we plan for the future development and growth of the campus in our community.

Mr. Trowbridge: City leaders, good morning, Mark Trowbridge with the Chamber of Commerce. The economic impact that the university has in our community is second to none and resembles what other major universities are able to do for the communities in which they are located. The University of Miami is an undeniable force and powerful catalyst in for economic development in Coral Gables. As UM is the City's largest economic enterprise and is responsible for a labor percentage of its workforce, I'm sorry, for a large percentage of its workforce and a significant share of its labor income. The most recent study found that the University of Miami has an economic impact totally \$1.23 billion on the Coral Gables economy, \$1.23 billion. UM supports over 11,000 jobs and 575 million labor income to employees in Coral Gables, and in total UM contributes more than \$4.5 billion annually to our Miami-Dade County economy. As have been said, UM is a major partner with the Chamber and has been since our mutual inception 85 years ago, shared a common founder, share a vision and a partner purpose. We have worked on various programs over the years including our bi-annual candidate forums, seminars, and other activities through the Topple Career Center and the Launch Pad. Since our meeting two weeks ago, I've met with members of the Community Relations team to discuss synergy opportunities especially along cultural lines where the Chamber has already been a strong partner and advocate. We believe we can be a partner to UM in helping achieve their goals of reaching out to the greater community and would be so honored to do so. We have also enjoyed tremendous sponsor support over the years, including annual Good morning Coral Gables breakfasts that have been headlined by President Shalala, CFO Natoli, AB Kirby Holcutt, as well as programs for our Women in Business with such experts as Barbara Kahn and others. The Chamber recognizes the

value of this partnership and stands before you today to ask the City for their support for this road map, for the future growth and development of UM presence in our community. Thank you.

Commissioner Anderson: Thank you both.

Mayor Slesnick: Thank you both – thank you very much. Dr. Eduardo Alfonso, 900 N.W. 17 Street.

Dr. Alfonso: I'm going to pass.

Mayor Slesnick: OK. Dr. Alfonso passes, but he did submit a card and he did say that he was a proponent of the agreement. I have the following cards that were turned in that do not wish to speak, but who have positions. Well Joe Natoli said he would speak if needed, are you needed? OK. Joe Natoli of 60 Edgewater Drive who is a proponent as we might suspect, but is a resident of the City. David Carcache-Guzman, did I say that right?- anyways of 1127 Campo Sano and he did not wish to speak, but he is a supporter of the application, the issues. Rick Williams, 6320 Dolphin Drive did not wish to speak, but is a proponent to support the university. Kimrey Newlin, Kimrey, 2333 Ponce de Leon Boulevard wishes to support the Development Agreement. Sam Grogg of 1535 Mataro Avenue wishes to support the university's proposal and the City's proposal. Mary Young of 1115 Country Club Prado, Mary is here and did not wish to speak, but wishes to support the Development Agreement. Barbara Havenick, Barbara from 369 Leucadendra Drive wishes to support the UM agreement. Maria Shojaee, 515 Casuarina Concourse has filed a card to support the agreement. Carrie Brunt Whiteside of 466 Loretto Avenue filed a card to support the agreement. Arva Parks McCabe of 1601 South Miami Avenue, always hurts me Arva to read your Miami address, you need to come back some day, anyway she supports, she is here to support the University of Miami agreement as proposed. Sarah Marie Richardson of 7420 S.W. 107 Avenue also to support. George Alexandrali, he was here earlier, I saw him, but he did file a card in support of the agreement. Joe Bared of 9025 Arvida Parkway also filed a card in support. Ed Williamson – Ed Williamson is here of 5501 Oak Lane, which is Snapper Creek, and he is here to support the Development Agreement. William Donelan of 100 Andalusia Avenue filed a card in support. By the way on the record they have listed all the various item numbers on the agenda on their card. Georgie Angones, 1203 Santona Avenue, and Georgie is here to support university agreement with the City. David Weaver of 13643 Deering Bay Drive, David sailed in today to support the university agreement, David thank you; he told me he was up all night sailing from New England into the first airport he could find. Christine Casas, 1215 Aduana Avenue, filed a card in support. Sue O'Malley of 616 Jeronimo Drive also in support of the agreement. Nick Crane of 10 Edgewater Drive, Nick thank you for getting out today, we don't get to see you here at City Hall much and it's good to see you, he filed a card in support of the agreement. Carolina Rendiero was here earlier also filed a card in support of the university. We also had, I don't believe I don't see him, I don't know that Richard Namon is here. Richard Namon filed a written comment which is generally in support of the agreement, but filed a number of concerns, which by the way were repetitive and that's not derogatory, but they repeated some of his concerns which he raised at the last meeting, and will put those as part of the record, but I will also put that I was concerned because Mr. Namon did

give us some thoughtful concerns at the last meeting and then in between the last meeting, and I have as I will file this, a response to Mr. Namon's concerns from Charlie Seimen and a response to Mr. Namon's concerns from Eric Riel, and all I can say is that some of the concerns and some of the responses are above my pay grade, but I thought that the responses were just as thoughtful and just as detailed and understandable as Mr. Namon's concerns. So I'm filing all those and we close the public hearing at this time. Now what we are going to do, Mr. Bass we are closing, but we didn't give you a long time, and you were kind enough to, if there was anything you wanted to add at this point or you want to wait for questions and comments, it's your choice.

Mr. Bass: Mr. Mayor we have nothing further to add, although I was remiss and I would like to acknowledge and thank your City Attorney for her leadership through this process as well. We have nothing further to add; we would ask for your favorable consideration and vote on all items before you.

Mayor Slesnick: You know the last meeting was much more pleasant, looked at you and Mr. Natoli was wearing orange and green ties (laughter). Mr. Natoli forgot what the color of the university was. Mr. Seimen, we did kind of cut you off and I wanted to get back to see if there was anything you wanted to adjust?- that you felt needed further explanation before we ask any questions?

Mr. Seimen: I have no further affirmative concerns.

Mayor Slesnick: So why don't we do this? Why don't we have you and Mr. Bass or Mr. Riel anyone up here, and we are going to see what the questions are. We'll start with Mr. Kerdyk. We don't have to, I knew you were ready.

Vice Mayor Kerdyk: No, that's fine; I just really need some reiteration of past answers you have given me for the record. The amount of square footage is 6.8 million, the same as the square footage was in the previous agreement, is that correct?

Mr. Seimen: That's correct.

Vice Mayor Kerdyk: Parking ratios for the medical office/retail are the same as in the City Code, correct.

Mr. Seimen: Same as in the existing UMCAD provisions....

Vice Mayor Kerdyk: Height and setbacks – no change?

Mr. Seimen: No change.

Vice Mayor Kerdyk: Open space requirements 20 percent.

Mr. Seimen: That's correct, no change.

Vice Mayor Kerdyk: No change. Setbacks 50 feet on Ponce.

Mr. Seimen: No change.

Vice Mayor Kerdyk: No change. We talked about the 150,000 square feet of retail space which is conditional use, has to come back to the Planning Board and to the City Commission.

Mr. Seimen: Assuming that it is not university serving.

Vice Mayor Kerdyk: In addition to the \$22 million on the Development Agreement the City pays, the university pays impact fees, storm water fees, and permit fees, correct?

Mr. Seimen: That's correct.

Vice Mayor Kerdyk: The inside the multi use district – the amount of square footage that could be built there right now and that is planned in the UMCAD is approximately how many square feet?

Mr. Seimen: Its 1,029,000 square feet.

Vice Mayor Kerdyk: And in this proposal here is that about the same amount of square footage?

Mr. Seimen: It is the same.

Vice Mayor Kerdyk: Same square footage.

Mr. Seimen: The existing UMCAD approval becomes the University Campus Master Plan and until amended.

Vice Mayor Kerdyk: Alright. And how many of that million square feet is applicable to this medical facility that is being proposed?

Mr. Seimen: There's been...I've heard various discussions, various numbers, I think I'd turn to Jeff to respond to that.

Mr. Bass: If I may address that.

Vice Mayor Kerdyk: Please.

Mr. Bass: The contemplation is approximately 200,000 square feet.

Vice Mayor Kerdyk: Alright – 200,000 square feet – alright. That's pretty much all the questions I have this second.

Mayor Slesnick: Maria.

Commissioner Anderson: No, no questions. I have comments when everybody is done with their questions.

Mayor Slesnick: Chip any questions.

Commissioner Withers: Yes, just a couple. Just a clarification on the expansion of the seats in the Convocation Center. Right now they are concrete, does this expansion mean letting people sit there? - or does it mean putting benches in?

Mr. Bass: If I may? Commissioner Withers, it's our expectation that we will be putting in actual seats to bridge that interval between the present and the past.

Commissioner Withers: If we – and maybe this should be a joint effort between our City and the university to reach out to the City of South Miami at all and discuss what's going on, I know is late in the program to do that, but I mean...

Mr. Bass: Personally I have not.

Commissioner Withers: OK. I just think at some point in time we may want to formally call the Mayor, like I said, it's kind of late to do much, but at least it might show some neighborly care on that at some point. Are there any historic buildings right now on the UM campus?

Mr. Bass: Yes.

Commissioner Withers: Are these impacted at all with this?

Mr. Bass: This agreement, if I may, is decidedly silent on the historic preservation elements; we have been to the Historic Preservation Board several times recently, but this agreement does not alter in any way any of the obligations imposed through the City's historic preservation ordinance.

Commissioner Withers: Last question – and City Manager maybe you can help me out here, because I don't know the answer to this, and I don't know if you know it either, but the parking lots that are currently under the Metrorail those are leased to the university by the City? - or by Dade County? - how are those....

Mr. Seimen: Some of parking areas, some of those areas are leased to the university, and some of them are currently used for parking purposes. The most northeasterly of those leasehold interest is currently not used for parking purposes.

Commissioner Withers: That's where you park your Hurricanes, is that what you call them?

Mr. Seimen: No, that's just open space.

City Attorney Hernandez: That's the other end.

Commissioner Withers: OK. What I'm getting to is, and again this is strictly from wearing my City hat, as this development zone is maybe developed, and I would assume there would be medical outpatient services, I mean, I'm assuming that, but that would be the smart thing to do. I'm assuming that you probably going to have some type of flyover across Ponce to connect the Metrorail station, but I guess my point is at some point I think the City should make sure we don't in the long term tie up those parking lots with any type of long term leases to UM because I think parking will be a premium there, and if there is an opportunity for parking revenues, I certainly wouldn't want the City to lose that opportunity. I don't know where they are now, but I think at some point we need to look at the long term planning of those parking lots. I know that at some point there was discussion about the City allowing their setbacks to be used for development, I don't know where that is, I just want to make sure we don't lose that opportunity in the future.

Vice Mayor Kerdyk: There is one question I'd like to follow up as far as the parking goes for the medical facility. You said it's a 200,000 square foot facility, is the medical parking contiguous to that or is that located somewhere else on the campus?

Mr. Bass: I'll address that Commissioner Kerdyk as best as I can with the information I now have, I may need some backup. But it is our expectation that we will use the parking resource known as the Ponce garage...

Vice Mayor Kerdyk: Ponce garage that currently exist.

Mr. Bass:...that currently exists and that this facility as proposed will connect to that and will avail itself to that parking resource in part.

Vice Mayor Kerdyk: So would that parking apply to your parking ratios since that's an existing parking structure?

Mr. Bass: To the extent that there are large amounts of unused spaces there...

Vice Mayor Kerdyk: I'm talking about the parking ratio of 1.5 per 100 feet, or whatever the parking ratio is?- does that apply to that. It is my understanding when you build a new facility you have to build parking with regards to that facility.

Mr. Bass: There is no proposal to double dip, if that's the question, meaning used...

Vice Mayor Kerdyk: I wasn't quite going to be that crass about it, but now that you mention it like that...

Mr. Bass: No, no, I'm sorry, I didn't mean...its municipal....that we hear all the time and we've discussed these issues, which is to say if there is a required amount of parking that is generated from the facility is ultimately planned. It will not be able to account for its parking needs by parking already provided to satisfy another obligation on a stand-alone basis, but the specific answer to your question is the ratio, the parking ratio will remain unchanged.

Vice Mayor Kerdyk: But you might utilize that facility and build another facility at a different location that's what you are saying, is that correct? As long as the answer is yes, we are going to apply the parking ratio to the medical facility and build accommodations.

Mr. Bass: Yes.

Vice Mayor Kerdyk: That was the question.

Mayor Slesnick: I have a question and that is the Planning and Zoning Board made a recommendation to us and I think we need to address that here, so. If you would outline the recommendation they made to us and then give us your response to that recommendation.

Mr. Seimen: If you look at page 5 of 11 of the chart for land uses, there is a category of land uses which is only allowed as N/A, it doesn't apply, in the campus transition buffer areas the campus core and university village, it is only in the multi-use area, and the Code as drafted indicates that as a permitted use within that zone, and so that provided that the...so long as the approval of a medical center is simply an adjustment of intensity of use and reconfiguration, etc., that is an administrative approval because it is shown as a "P" in the category for the university multi-use area. If there was an intensification of use increase above a million square feet, it would be a conditional use, it would not be eligible for administrative approval, but so long as it's an adjustment, so long as it qualifies under the language of E-2-C on page 211 it would be an administrative approval, and that definition was or description was drawn from those things that involved adjustments that don't generate, or are unlikely to generate significant impacts.

Mayor Slesnick: Can you give us this in English?

Mr. Seimen: An example?

Mayor Slesnick: In English.

Mr. Seimen: English – I mean....

Mayor Slesnick: Or Spanish it doesn't matter, or something that we can understand (laughter).

Mr. Bass: May I...?

Mayor Slesnick: Let me ask you this. I'm not playing games with you Charlie, I just want to know – the Manager and I had a discussion and I told him I felt very strongly that when the Planning and Zoning Board speaks to an issue and gives us a recommendation, whether we follow it or not, it's our decision, but we need to address it, and it's my understanding, correct me if I'm wrong, that the Planning and Zoning Board took particular issue with the medical facility and said that we should make that a conditional use; is that not correct?- I mean bottom line, forget...

Mr. Seimen: They included the whole category of overnight accommodations, etc., through it, and I think it was largely grounded in a perspective that that was a category of uses that they would like to see as a lay body having responsibility under the Zoning Code to make recommendations with regards to conditional use approvals, and that the nature of those uses, which are unique that's why we limit them to the multi-use, university multi-use area, they are unique, they have a unique both university and public potential serving quality to them, that was their perspective.

Mayor Slesnick: OK – and what is whoever – what is the administration's answer to the recommendation of the Planning and Zoning Board?

City Manager Salerno: Mayor we think the...after discussing it we believe that the approach that has been supported by the university agreed we should go forward as it was presented and agreed to by the parties here and not make that modification. One of the main aspects of this agreement that you heard at your last meeting was, what is in this for the university?- and I think Vice Mayor Kerdyk may have asked that question to Mr. Bass, and I believe the answer was certainty. This is a new way of doing business, although I certainly respect the opinions that were voiced at the P&Z meeting, this is about doing things differently as we go forward, not trying to fashion and make changes and take an agreement that is forward looking in its approach; forward looking as to its benefits between the community, forward looking as to the planning principles that are involved, and then try to tie some long standing processes that deal with individual parcels and not an integrated campus, and that's what makes this property different. You've heard from Charlie today, this is different. So I would strongly recommend that we stick with the original and agreed upon plan in light of the fact that we are going to be, if the Commission so sees fit today, do things differently than they have been done in the past, and I think much for the better.

Mayor Slesnick: And if I may, you and I may disagree sometimes on things, but I respect your professional opinion on such things. You are recommending this agreement to us and it's your considered opinion that there are the proper safeguards and the proper protections for the citizens of Coral Gables and moving forward with the plans of the university under this agreement.

City Manager Salerno: Yes, I do.

Mayor Slesnick: OK. Comments – Ms. Anderson.

Commissioner Anderson: I will be brief also. Mr. Bass talked about an iconic moment, I talked about a legacy project and one would hope that history would judge us with kindness and that we made the right decision. I had heard the same concerns about the issues of the Planning Board, but I felt satisfied today and also in speaking with the Manager there are enough eyes on the process that are not the Manager that are professional staff that gives me the comfort level to proceed forward as was agreed upon. I wish us well; I congratulate all who worked on it, and with the diligence that they worked on it, all hours of the day and night, from the person who sits on the policy making person, I appreciate it, the effort, and I hope that it is indeed something that we will be proud of, and I think it will be. Thank you.

Mayor Slesnick: Mr. Kerdyk.

Vice Mayor Kerdyk: Just briefly – I believe the relationship between the University of Miami and the City of Coral Gables is really a mutually advantageous relationship. Just like the City of Coral Gables is very pleased to have the University of Miami in its borders, I also think that the University of Miami is very fortunate to be in the City of Coral Gables borders, and it brings a lot of “bang for your buck” and your students bucks to be in our borders. So I do see this as a symbolic relationship that we’ve worked a long time to get to, and after looking at this and understanding what we had in UMCAD and I see this as a transaction, a deal that is good for everybody involved, might hurt a little bit, but no deal is good unless it hurts on both sides. Thank you.

Mayor Slesnick: Mr. Withers.

Commissioner Withers: I’m just disappointed that the Cobb Weizer and Williamson Stadium isn’t being built (laughter), and Mr. Weizer you should be happy about that, too.

Mayor Slesnick: OK. We have at this point in time I’d like....I’m going to read what I would like someone to move and then second and then we’ll vote on. I want a motion that we will in fact instruct the City Clerk to incorporate all the evidence, all the testimony, and all the presentations that have been given to us today, that impact all of the items before us, as separately part and parcel of each item E-4, E-5, E-6, E-9, E-10, and F-1.

Commissioner Anderson: I’ll move.

Mayor Slesnick: OK. Moved by Ms. Anderson, seconded by Mr. Kerdyk, that’s E-4, E-5, E-6, E-9, E-10, and F-1, Walter, so that all matters that have been stated here today as part of the evidence given and opinions offered become part of each of the records of each of those items. Would you call the roll please?

Mr. Clerk

Vice Mayor Kerdyk: Yes

Commissioner Withers: Yes

Commissioner Anderson: Yes

Commissioner Cabrera: Yes

Mayor Slesnick: Yes

(Vote: 5-0)

Mayor Slesnick: With that we will start proceeding down the...I would ask for a motion on E-4.

Commissioner Anderson: I'll move it.

Mayor Slesnick: Moved by Ms. Anderson seconded by Mr. Kerdyk. Any further discussion, any further questions?

Mr. Clerk

Commissioner Withers: Yes

Commissioner Anderson: Yes

Commissioner Cabrera: Yes

Vice Mayor Kerdyk: Yes

Mayor Slesnick: Yes

(Vote: 5-0)

Mayor Slesnick: E-5 – can I have a motion.

Vice Mayor Kerdyk: So moved.

Commissioner Anderson: Second.

Mayor Slesnick: Moved by Mr. Kerdyk seconded by Ms. Anderson. Further Discussion?

Mr. Clerk

Commissioner Anderson: Yes

Commissioner Cabrera: Yes

Vice Mayor Kerdyk: Yes

Commissioner Withers: Yes

Mayor Slesnick: Yes

(Vote: 5-0)

Mayor Slesnick: E-6.

Commissioner Anderson: I'll move it.

Vice Mayor Kerdyk: Second.

Mayor Slesnick: Moved by Ms. Anderson seconded by Mr. Kerdyk. Further discussion?

Mr. Clerk

Commissioner Cabrera: Yes

Vice Mayor Kerdyk: Yes

Commissioner Withers: Yes

Commissioner Anderson: Yes

Mayor Slesnick: Yes

(Vote: 5-0)

Mayor Slesnick: E-9.

Commissioner Anderson: I'll move it.

Mayor Slesnick: Ms. Anderson moves it.

Commissioner Withers: I'll second.

Mayor Slesnick: Mr. Withers will second it, thank you.

Commissioner Anderson: Alright Chip.

Mayor Slesnick: Further discussion?

Mr. Clerk

Vice Mayor Kerdyk: Yes

Commissioner Withers: Yes

Commissioner Anderson: Yes

Commissioner Cabrera: Yes

Mayor Slesnick: Yes

(Vote: 5-0)

Mayor Slesnick: E-10.

Commissioner Anderson: Chip?

Commissioner Withers: I'll move it.

Commissioner Anderson: I'll second it.

Mayor Slesnick: Mr. Withers moves, Ms. Anderson seconds. Any further discussion?

Mr. Clerk

Commissioner Withers: Yes
Commissioner Anderson: Yes
Commissioner Cabrera: Yes
Vice Mayor Kerdyk: Yes
Mayor Slesnick: Yes
(Vote: 5-0)

Mayor Slesnick: And finally F-1.

Commissioner Anderson: I'll move it.

Vice Mayor Kerdyk: I'll second it.

Mayor Slesnick: Ms. Anderson and Mr. Kerdyk. Any other discussion, any comments, any questions?

Mr. Clerk

Commissioner Anderson: Yes
Commissioner Cabrera: Yes
Vice Mayor Kerdyk: Yes
Commissioner Withers: Yes
Mayor Slesnick: Yes
(Vote: 5-0)

Mayor Slesnick: Madam President, we have on Second Reading three unanimous “yes” votes and on First Reading three unanimous “yes” votes. I think that was the count, but I think the way has been paved for us to proceed forward toward the finalization of this agreement.

President Shalala: Thank you Mr. Mayor and I thank these members of the Commission. It is a historic day, I think, for the City Beautiful as well as for the University of Miami, we are deeply grateful to all of you, and to all of the staff people who did a magnificent job for all of us.

Mayor Slesnick: Madam President thank you and Madam President, I don’t want anyone reading into the context here, my votes depended on the items and the material, but we do appreciate what the University of Miami is and what it does for our community, and what it stands for. So thank you.

President Shalala: Thank you.

Mayor Slesnick: Thank you all that serve the university and live in our City.

[End: 12:35:42 p.m.]